

# WINTON CARNIVAL 2012

## WINTON CARNIVAL 2012

Date: SATURDAY 30<sup>TH</sup> JUNE 2012 Time: 10am to 7pm (subject to confirmation)  
Venue: WINTON RECREATION GROUND

### APPLICATION FORM

This Application includes Parts A, B, and C which must all be completed in full, and Part D terms and conditions.

Please find below general and specific information for stallholders, traders and activity providers (Exhibitors) at the Winton Carnival. Please read through this information and the terms & conditions carefully before completing your Application. By signing and returning the Application you are agreeing to all the terms and conditions contained in these documents.

#### General Information

- Trading hours will be from 11am - 7pm on the day. **No vehicles will be allowed on Site between these hours.**
- Pitches are split into bands depending on activity and are all 3m x 3m (10ft x 10ft).

|                  |     |                |            |
|------------------|-----|----------------|------------|
| Information only | £25 | Traders        | £55        |
| Charity          | £45 | Caterers/Rides | On request |

- Pitches will be Sited in the most appropriate area at the Organiser's discretion.
- All Pitches are on grass and will be affected by weather conditions on the day which may range from dry/dusty to wet/muddy.
- You must advise the event organiser the space required for Stall/Activities/Stand/Trailer, etc. All items/structures erected on site must be secure and within your booked space.
- **Trader verification**
- Each Exhibitor must supply copies of their Public Liability Insurance (min of £5 million indemnity cover) and a completed Risk Assessment prior to the event. Food providers must also supply copies of a valid Food Hygiene certificate.

#### How to Apply

- All relevant parts of this Application must be fully completed and signed before a booking can be made
- The full fee is payable at the time of Application which must be received by the Organiser by 20<sup>th</sup> June 2012. No Applications will be accepted after that date.

Please read and ensure you understand the terms & conditions at Part D before submitting your Application

# Map of Trading Sites/Plan

## Part A: Application to Exhibit - Winton Carnival

|                                                                                                                  |                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Organisation name                                                                                                |                                                                                                                                                                                                                                                                                                                      |
| Contact address                                                                                                  | POSTCODE                                                                                                                                                                                                                                                                                                             |
| Contact names                                                                                                    | 1:<br>2:                                                                                                                                                                                                                                                                                                             |
| Contact numbers                                                                                                  | Tel: _____ Mobile: _____<br>During the Event:                                                                                                                                                                                                                                                                        |
| Email                                                                                                            |                                                                                                                                                                                                                                                                                                                      |
| Type of Organisation                                                                                             |                                                                                                                                                                                                                                                                                                                      |
| Pitch size required (metres)                                                                                     |                                                                                                                                                                                                                                                                                                                      |
| Number of your Staff who will man your stand on the day:                                                         | Number:<br>Please list names of Staff:                                                                                                                                                                                                                                                                               |
| Please detail all products or services to be exhibited/sold:                                                     |                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                  | Note: For all Staff who will work with children or vulnerable adults you must hold valid enhanced disclosure checks undertaken through the Criminal Records Bureau, including a check against the adults' barred list or the children's barred list, as appropriate and provide details to the Organiser on request. |
| Will you require any special security arrangements for your Pitch?                                               | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, please give brief details:                                                                                                                                                                                                                       |
| <b>No equipment/gazebos/barriers provided. <u>Ensure you bring with you everything needed for your Pitch</u></b> |                                                                                                                                                                                                                                                                                                                      |

Payment is required in full with you completed Application on or before June 20th 2012. Please make cheques payable to: 'Winton Carnival'

This Application is made subject to the terms and conditions (Part D). By signing below you confirm you are duly authorised to sign and accept of all the terms and conditions on behalf of your organisation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**PLEASE ENSURE YOU ENCLOSE THE FOLLOWING AS INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED:**

- Completed Health & Safety Questionnaire
- Risk Assessment
- Food Hygiene Certificate (if applicable)
- Public Liability Insurance
- Payment in full

Please return your completed Application form to: Winton Carnival, c/o Kelly Marriot, Flat 4 Beverley Grange, 30 Portarlinton Road, Westbourne, Bournemouth, BH4 8BS

If any queries, contact tel prior to event: 01202 778086

## Part B: Traders Health & Safety Questionnaire - Winton Carnival

|                                                                                                                                                                                                          |                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Organisation name:                                                                                                                                                                                       |                                                                                                |
| Trading address:                                                                                                                                                                                         |                                                                                                |
| Contact name:                                                                                                                                                                                            |                                                                                                |
| Please provide details of type of vehicle/stand/structure/trailer:                                                                                                                                       |                                                                                                |
| Please supply all vehicle registration numbers, makes and models you wish to take onto your Pitch:                                                                                                       |                                                                                                |
| Please give details of the person with the overall responsibility for Health and Safety on your Pitch:                                                                                                   | Name:<br>Mobile:                                                                               |
| Please give details of all Equipment which you wish to bring onto the Site:                                                                                                                              |                                                                                                |
| Please confirm that all Equipment has been tested and serviced in accordance with relevant regulations, and that current test certificates are attached and will be available for inspection on the day: | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
| Will your Staff or the public have access to potentially hazardous Equipment or parts of it?                                                                                                             | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
| <b>If yes, please provide details of control measures in place to minimise the risk of injury within your risk assessment</b>                                                                            |                                                                                                |
| Will your stand involve the use of moving Equipment?                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
| If yes, are all your Staff fully trained in its use?                                                                                                                                                     | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
| Please provide Public Liability Insurance details (a copy of your current public liability insurance must be attached):                                                                                  | Insurers name:<br>Amount £ (min £5 million):<br>Expiry date:                                   |
| Have you or your Organisation ever been prosecuted, or have any notices been served by any Local Authority Environmental Health Department or the Health and Safety Executive?                           | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, please give brief details: |
| Have you suffered any RIDDOR reportable accidents as a result of your company or business operation in the last five years?                                                                              | Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, please give brief details: |
| Please give details of how your Equipment will be secured to your Pitch:                                                                                                                                 |                                                                                                |
| If you are using flammable equipment/liquids/gas - Please confirm you will bring appropriate fire safety equipment for your pitch?                                                                       | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
| Will any persons under the age of 18 be working for you?                                                                                                                                                 | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |
| <b>If yes, please put full details including training and supervision in your risk assessment</b>                                                                                                        |                                                                                                |
| Will a contractor be delivering, erecting or dismantling your Equipment?                                                                                                                                 | Yes <input type="checkbox"/> No <input type="checkbox"/>                                       |



## Part C: Risk Assessment - Winton Carnival 2012

### 1. What is a Risk Assessment and why do you have to complete one?

A risk assessment allows you to consider whether or not you have taken the correct precautions to protect yourself, your Staff, Participants, the general public and/or any property belonging to those parties from any harm as a result of your Activities.

The purpose of a risk assessment is to make sure as far as is reasonably possible, that no person is killed or injured and no property is damaged, or to minimise the risk of any such incident, as a result of your Activities.

#### What do I have to do?


You will need to assess all of your Activities and complete the following steps:

1. Identify any hazards/risks
2. Identify who might be at risk
3. Evaluate hazards/risks and what you will do to minimise these
4. Record your findings

#### Step 1: Identify Hazards/Risks

Use the list of potential risks as a tool to help identify the hazards/risks that could be associated with your Activities. Consider each of the identified hazards/risks and decide whether they do or could relate to you.

*Example:*

| No. | <u>Hazard or Risk</u> | Tick if yes                                                                       |
|-----|-----------------------|-----------------------------------------------------------------------------------|
| 32  | Vehicles on Site      |  |

Each hazard/risk needs to be recorded onto the Risk Assessment form enclosed and you need to identify why you think this is relevant to your Activities and what the risk is.

*Example:*

| Hazard/Risk No. | Main risks identified and why relevant                  | Who is at risk? (Public, Participants, etc.) | Means to minimise risk |
|-----------------|---------------------------------------------------------|----------------------------------------------|------------------------|
| 32              | Vehicles accessing the Site - could injure a pedestrian |                                              |                        |

#### Step 2: Identify who might be at risk

Please consider not only your Staff and Participants but also members of the public who may not necessarily be attending your Activities but are still able to access your Pitch.

*Example*

| Hazard/Risk No. | Main risks identified and why relevant                | Who is at risk? (Public, Participants, etc.) | Means to minimise risk |
|-----------------|-------------------------------------------------------|----------------------------------------------|------------------------|
| 32              | Vehicles accessing the Site could injure a pedestrian | - Staff<br>- Participants<br>- Public        |                        |

#### Step 3: Evaluate hazards/risks and what you will do to minimise these

The law requires that you must do what is reasonably practicable to ensure your Activities are run safely. Your aim is to make all risks as small as possible by putting precautions in place as necessary.

What are you going to do to make safe the hazards and risks that you have identified?

*Example*

| Hazard/Risk No. | Main risks identified and why relevant                  | Who is at risk? (Public, Participants, etc.)                                                    | Means to minimise risk                                                                                                                                                                                                                 |
|-----------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32              | Vehicles accessing the Site - could injure a pedestrian | <ul style="list-style-type: none"><li>- Staff</li><li>- Participants</li><li>- Public</li></ul> | <ul style="list-style-type: none"><li>-There will be no vehicle movement during the Event</li><li>- Vehicles will not exceed 5mph at any time</li><li>- All vehicles will be 'walked' onto Site by a member of Staff/Marshal</li></ul> |

**Step 4: Record your findings**

You will need to ensure that a risk assessment is completed, signed and returned to us when you apply for a Pitch at the Carnival.

If you need more time to complete your risk assessment - you must still complete a basic document clearly highlighting areas that you need to consider further and this must be received no later than 2 weeks before the Event.

**IMPORTANT - Don't Forget!!**

The actions you have identified as a means to minimise risk need to be in place/carried out on the day. This is not just a paper exercise!! Any breaches may mean that you are asked to cease trading/cease your activities on the day.

If there are any significant changes to your planned activities following the submission of your risk assessment - **you must update it** to take into account any new concerns or issues and notify the Organiser immediately.

For further information on health and safety please visit: [www.hse.gov.uk/risk/fivesteps.htm](http://www.hse.gov.uk/risk/fivesteps.htm)

## 2. List of generic risks/hazards: Health and Safety Management

Please tick the options that apply during the Event. On the risk assessment you will need to identify what this risk is and what you will do to reduce it.

| No. | <u>Hazard or Risk</u>                                 | Tick if yes | No. | <u>Hazard or Risk</u>                                  | Tick if yes |
|-----|-------------------------------------------------------|-------------|-----|--------------------------------------------------------|-------------|
| 1   | Access                                                |             | 2   | Alcohol/alcoholic drinks                               |             |
| 3   | Animals                                               |             | 4   | Caustic/toxic substances e.g. paint, cleaning products |             |
| 5   | Children/young people                                 |             | 6   | Crowds, general public                                 |             |
| 7   | Electricity e.g. generators, ground cables            |             | 8   | Electricity e.g. portable tools above 110V             |             |
| 9   | Emergency evacuation & procedures                     |             | 10  | Environmental/waste disposal: liquids or solids        |             |
| 11  | Equipment e.g. folding tables, guy ropes, sharp edges |             | 12  | Explosives/pyrotechnics/fireworks                      |             |
| 13  | Fire/emergency procedures                             |             | 14  | Flammable materials                                    |             |
| 15  | Flying e.g. aircraft, balloons, parachutes            |             | 16  | Food allergies                                         |             |
| 17  | Food preparation/hygiene                              |             | 18  | Hazardous substances e.g. dust, fumes, oils, vapours   |             |
| 19  | Lasers/strobe effects                                 |             | 20  | Lifting equipment e.g. fork lift truck                 |             |
| 21  | Manual handling                                       |             | 22  | Night time operations                                  |             |
| 23  | Noise concerns                                        |             | 24  | Physical/psychological effects                         |             |
| 25  | Possibility of violence                               |             | 26  | Risk of infection                                      |             |
| 27  | Slips, trips and falls                                |             | 28  | Smoking                                                |             |
| 29  | Sources of radiation                                  |             | 30  | Special effects e.g. snow, smoke, dry ice, rain        |             |
| 31  | Special needs e.g. elderly, disabled                  |             | 32  | Special props/tools                                    |             |
| 33  | Stewarding/Security/Marshals                          |             | 34  | Stunts                                                 |             |
| 35  | Temporary Structures (gazebos, trailers)              |             | 36  | Use of derelict buildings                              |             |
| 37  | Vehicles on Site                                      |             | 38  | Water e.g. work in or near                             |             |
| 39  | Weapons including archery                             |             | 40  | Weather - extremes of                                  |             |
| 41  | Work at a height: e.g. cliff tops                     |             | 42  | Other:                                                 |             |
| 43  | Other:                                                |             | 44  | Other:                                                 |             |
|     |                                                       |             |     |                                                        |             |
|     |                                                       |             |     |                                                        |             |

### 3. YOUR RISK ASSESSMENT - Winton Carnival 2012

| Organisation Name:                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                                             |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------|------------------------|
| Contact Name:                                                                                                                                                                                                                                                                                                                                                                                                           |                                        | Contact No:                                 |                        |
| Description of activity:                                                                                                                                                                                                                                                                                                                                                                                                |                                        |                                             |                        |
| Date:                                                                                                                                                                                                                                                                                                                                                                                                                   |                                        | Signature:                                  |                        |
| Help/assistance/first aid requirements:                                                                                                                                                                                                                                                                                                                                                                                 |                                        |                                             |                        |
| <p><b>Hazards/Risk</b><br/>         Please use any hazards ticked on the previous form and put these down on this Risk Assessment form as the main risks identified and why these are relevant. You will need to state who is at risk i.e. what groups of people would be affected. You will need to state what means you will use, or put in place, to minimise the risk i.e. how will you reduce/remove the risk?</p> |                                        |                                             |                        |
| Hazard/Risk No.                                                                                                                                                                                                                                                                                                                                                                                                         | Main risks identified and why relevant | Who is at risk? (Public, Participants etc.) | Means to minimise risk |
|                                                                                                                                                                                                                                                                                                                                                                                                                         |                                        |                                             |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                         |                                        |                                             |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                         |                                        |                                             |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                         |                                        |                                             |                        |
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## PART D - Terms & Conditions

In these terms and conditions except where the context requires otherwise:

“Activities” means anything that the Exhibitor carries out on the Site, including but not limited to: exhibitions, displays, shows, interactive activities with members of the public, sale of any items.

“Banksman” means a skilled person (not the driver) who directs the operation of a large vehicle.

“Break Down” means the dismantling and removal of the Exhibitor’s Equipment, litter and refuse from the Site at the end of the Event day.

“Equipment” means all stands, structures, trailers, machinery and other items, mechanical or electrical, with or without moving parts, that the Exhibitor will bring on Site.

“Exhibitor” means the applicant.

“Organiser” means Winton Carnival Event Organisers.

“Participants” means specified persons the Exhibitor has engaged to take in part in its Activities.

“Pitch” means the whole of the area allocated by the Organiser for the Exhibitor to use on the Site.

“Set Up” means the delivery and installation of the Exhibitor’s Equipment at the start of the Event day.

“Site” means the whole of the area within Winton Rec.

“Staff” means the Exhibitor’s employees and agents.

### Booking & Payment Terms

1. Payments will not be refunded under any circumstances.

2. Payments can be made by cheque or invoice.

3. Bookings will only be made on receipt of all of the required documents fully completed, all certificates and insurance details, and of the relevant payment.

4. The Organiser reserves the right to reasonably refuse to approve any Application at its sole discretion.

### Pitches

1. All Pitches will be on grass.

2. The Exhibitor is solely responsible for ensuring that the Pitch booked is of sufficient size for its Equipment. Exhibitors will not be permitted to have any Equipment overhanging or extending beyond the area of their allocated Pitch.

3. Stands must be secured to the Pitch but must ensure there is minimal damage to the surface.

4. The Organiser will advise the Exhibitor of the location of its allocated Pitch.

5. The Organiser has the right to request an Exhibitor to move to another Pitch.

6. The Organiser or its authorised representatives must be permitted access to all Pitches at all times throughout the Event day.

7. Exhibitors are prohibited from sub-letting, transferring or assigning their allocated Pitches to third parties.

8. Exhibitors must leave their Pitch in the condition in which they found it. Exhibitors will be liable to pay the Organiser the full cost of repairing any damage caused by Exhibitors to their Pitch.

### Electricity and Generators

1. The Organiser will not provide electricity to Pitches.

2. Exhibitors who wish to bring their own electricity supply (i.e. a generator) must obtain permission from the Organiser in advance of the Event. Use of generators will be subject to the following terms:-

a) Any generator that is brought onto Site must be a super silent generator and diesel.

b) **Petrol generators are prohibited**

c) Exhibitors must ensure that diesel generators are turned off before refueling.

d) The refueling of a diesel generator must be carried out by a fully trained and competent adult. Exhibitors must ensure spill mats are provided and used during diesel generator refueling.

e) All outlets must be protected by RCD (residual current device or circuit breaker).

f) Exhibitors must place generators securely inside a fenced area that cannot be accessed by Participants or members of the public.

g) Exhibitors must ensure that generators are well maintained, have no leaks or produce excessive fumes.

h) Generators with visible moving parts will not be permitted on Site.

i) Generators must be fuelled before the start of the Event. Only sufficient diesel fuel for one day may be brought on Site. **Petrol Generators may not be brought on Site.**

j) The Organiser reserves the right to stop an Exhibitor from using and/or demand immediate removal of a generator from Site, if the Organiser at its sole discretion considers that the generator is unsafe and/or the Exhibitor does not comply with these terms or health and safety requirements generally.

### Security

1. Site security will be provided by the Organiser throughout the Event day. If an Exhibitor requires additional security this may be provided by the Organiser’s contracted provider at an additional cost to the Exhibitor. Exhibitors must request this on their Application.

2. The Organiser will not be responsible for or accept any liability for any party’s personal items, property or Equipment on Site. Exhibitors are strongly advised to ensure they have adequate insurance in place to cover all such items.

**Comment [w1]:** Have I interpreted this correctly?

**Comment [w2]:** Too late for this option now? Payment required on application, Would you consider BACS?

3. The Organiser has the right to undertake any security checks it reasonably considers necessary. At its sole discretion the Organiser may refuse entry to the Site to any vehicles or persons, or ask persons to leave the Site or vehicles to be moved from the Site.

#### **Litter and Refuse**

1. Exhibitors are solely responsible for keeping their Pitch tidy, including collecting litter and refuse regularly during the Event and removing it from Site on Break Down by 9.00pm on the Event day.

2. Exhibitors who leave litter or refuse behind at the end of the Event day may be charged a litter deposit for, or in extreme cases may not be permitted to participate in, the Event in future.

#### **Access to and from the Site**

1. Access and egress procedures for the Site will be advised to Exhibitors prior to the Event day.

2. Set Up may commence from 8:00am on the Event day and must be completed by 10:00am on the Event day.

3. All Exhibitors must report to the Site marshal and be escorted on site. Failure to comply with this may result in their Pitch being forfeited. No refunds will be given.

4. Vehicles will be allowed on Site for Set Up and Break Down. Once Set Up is complete vehicles must be removed from Site. Only one vehicle per pitch will be allowed on Site during the Event and it must fit within the pitch booked.

5. Vehicles will be required to drive forwards at all times. Where reversing cannot be avoided Exhibitors must provide a Banksman.

6. Delivery vehicles will not be allowed access onto the Site outside this period. Delivery will have to be arranged outside of event area if required throughout the day.

7. Parking spaces are available in the surrounding area but are not managed by the Carnival and available on a first come basis.

8. A speed limit of 5mph will be in force at all times on Site due to pedestrian access. Vehicle hazard lights must be used at all times on Site and a marshal present.

#### **Health & Safety**

1. Exhibitors must comply with and must ensure their Staff and sub-contractors are aware of and comply with the requirements of the Health and Safety at Work etc. Act 1974, its subordinate regulatory framework and any other acts, orders, regulations and codes of practice relating to health and safety.

2. Exhibitors must have a formal health and safety policy if they employ more than five people and provide a copy of this policy with their Application.

3. During the Event day Bournemouth Borough Council's health and safety policy will take precedence over Exhibitors' health and safety policies in respect of the Site. This is available from Bournemouth Borough Council's health and safety department if required.

4. Exhibitors are solely responsible for and liable for any Equipment bought onto Site and for ensuring all

relevant insurances are obtained and contractual obligations met.

5. If required, all Exhibitors must have suitable and sufficient firefighting equipment on their Pitch at all times during the Event day and their Staff must be fully trained in its use.

6. Exhibitors' marquee structures must be compliant with fire safety regulations and must be securely and safely constructed before the Event starts.

7. Any gas appliances must be Gas Safety Tested by a qualified technician.

8. Exhibitors are responsible for the health, welfare, safety and security of all members of the public while on their Pitch and stands including where they may handle Exhibitors' exhibits and must ensure they cannot access any hazardous areas.

9. Exhibitors must ensure that their Equipment is fitted with suitable guards and safety devices are in place. All Equipment must be properly maintained in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).

10. Any fork lift trucks used on Site must be covered by relevant documentation detailing formal servicing and inspection and operators must be fully trained and hold relevant certification. All such documentation and certificates must be available on Site for inspection on request by the Organiser.

11. The Organiser will monitor health and safety for the duration of the Event. Visits may be made to Exhibitors' Pitches during the Event to ensure that Exhibitors are complying with all relevant legislation and these terms and conditions.

12. The Organiser reserves the right to reasonably request an Exhibitor to cease any activity or close any exhibit or to leave the Site, if the Organiser deems the Exhibitor's activities or any part of them is unsafe or poses a risk to the general public or does not confirm to relevant legislation and/or these terms and conditions.

13. Exhibitors must immediately notify the Organiser of any potential or actual health and safety hazards which arise during the Event day.

14. In the case of any emergency, Exhibitors must notify the Organiser immediately and follow the emergency procedure provided by the Organiser. Exhibitors are responsible for assisting the Organiser with the safe removal of all persons from Site, whilst ensuring that routes are kept clear for access by emergency services.

#### **Exhibitors stands**

1. Exhibitors are not permitted to dismantle stands or any part of them prior to 7pm on the Event day.

2. Exhibitors' stands must be dismantled and cleared from Site no later than 10:00pm on the Event day unless previously agreed with the Organiser.

3. The Organiser at its sole discretion may reasonably refuse to permit certain exhibits or order them to be removed by the Exhibitor or remove them itself.

**Comment [w3]:** As organiser we should provide a copy of an emergency procedure for the Event to all exhibitors

4. Exhibitors stands and exhibits must be to a high quality and standard. The Organiser at its sole discretion may reasonably order any unsatisfactory stands or exhibits to be removed by the Exhibitor or remove them itself.

5. No helium balloons of any kind are to be sold, given away or used to decorate stands. Other types of balloon may be authorised by the Organiser. Such authorisation must be sought and given prior to the start of the Event.

6. Except where prior consent has been given by the Organiser, no unauthorised goods as described below may be displayed, sold or given away from Exhibitors' stands: helium balloons, items deemed as weapons (knives, crossbows, airguns, catapults), livestock, live fish, caged birds, dogs cats or other pets, lottery, raffle or gaming tickets, Event branded souvenirs (unless authorised by Event Organisers), tobacco products, adult toys or games, radio or radar equipment (without prior authorisation), age restricted products, or any item deemed unsuitable by Bournemouth Borough Council and/or the police.

7. Exhibitors are prohibited from using microphones or amplifiers or from calling out to the public to attract attention to their stands. The Organiser has the right to demand removal of any such equipment found on Site.

8. Exhibitors must man their stands at all times between 11am - 7pm on the Event day.

9. Exhibitors will be solely liable for the cost of making good any damage they cause to any other Exhibitor's stand.

#### **Food Outlets and Caterers**

1. Exhibitors who wish to sell food refreshments and/or confectionary must apply for a Food Outlet or Caterer Pitch.

2. Exhibitors must ensure that all of its Staff or any other persons that will prepare, store or serve food refreshments and/or confectionary at the Event are properly trained in food hygiene and food handling procedures and that food and refreshments are prepared, stored and served in accordance with current food safety standards, acts and regulations.

#### **General Site Provisions**

1. Event information will be sent to Exhibitors prior to the Event.

2. The Organiser reserves the right at its sole discretion to reasonably refuse an Exhibitor entry to the Site or to revoke permission given to an Exhibitor to enter the Site.

3. Exhibitors are not permitted to sell items from anywhere other than their Pitch except where consent has been sought from and given by the Organiser.

4. No water will be provided to Exhibitors. If Exhibitors wish to bring water onto the Site, they must take all waste water off site when they depart (waste water must not be poured on the Event site or surrounding drains).

5. Exhibitors may not at any time cause any obstruction of routes, gangways, pathways or open spaces on the Site.

6. The Organiser will not provide any storage facility for Exhibitors' Equipment or stock.

7. Overnight sleeping or camping is not permitted either on Site or in the car park.

9. Exhibitors must remove all of their Equipment and other items from the Site at the end of the Event day. If the Organiser has to clear any Exhibitor's Equipment or other items left on Site, the Organiser will have the right to recover from the Exhibitor as a debt the cost of removing any such Equipment or other items.

#### **Liability and Insurance**

1. Exhibitors accept that they participate in the Event at their own risk.

2. Exhibitors are responsible for ensuring that all items sold by them comply fully with UK and European consumer laws with regards to safety, fair trading, price display, food and weights & measures. Any services provided and statements about services provided must comply with trading standards legislation. Advice on trading standards can be found on: [www.everythingregulation.org.uk](http://www.everythingregulation.org.uk).

3. Exhibitors must not sell any goods that infringe any third party copyright or trademarks.

4. Exhibitors are liable for any faulty, damaged or mis-described items sold by them. The Organiser will not accept any responsibility or liability for any contractual liabilities of Exhibitors. In the event of a dispute between an Exhibitor and a consumer, the Organiser has the right to pass the Exhibitor's business contact details to the consumer.

5. Exhibitors are required to display full details of the owner of the business on their stands. Exhibitors who fail to do so may be asked by the Organiser to cease trading and/or to leave the Site.

6. Exhibitors are advised to take out insurance cover for the day to cover potential cancellation or curtailment of the Event.

7. Exhibitors shall not do or omit to do, and shall make best endeavours to ensure that their Staff, agents and sub-contractors do not do or omit to do, anything that would or could result in the Organiser's licences being revoked or insurance being void or voidable or in insurance premiums being increased, relevant to the Event.

8. Exhibitors will fully indemnify and keep the Event Organiser fully indemnified against all actions, claims, costs including legal costs, expenses and liabilities arising under statute or common law from:-

- a) injury to or the death of any person; and/or
- b) the loss of or damage to any property including property belonging to the Council or any third party; and/or
- c) any breach of the Exhibitor's obligations;

insofar as they arise under these terms and conditions or as a result of any act, omission, default or negligence by the Exhibitor or its Staff, agents or sub-contractors in respect of the Event.

9. Without prejudice to the Exhibitors' liability in above,

Exhibitors shall obtain and maintain appropriate insurance policies with reputable insurers in such sum as is deemed prudent in all circumstances by the Exhibitor, but in any event with the minimum limits of indemnity specified below:-

a) Public liability insurance (including products liability if selling any products) of £5million each and every incident; and

10. Exhibitors must provide evidence of the required insurance cover with their Application. Where such insurance cover is due to expire prior to the Event day, evidence of renewal of such cover must be provided to the Organiser before the Event day. Exhibitors must produce evidence of insurance cover when requested by the Organiser at any time prior to or during the Event day.

11. The Organiser will not be liable for any actions, claims, costs, expenses and liabilities incurred by Exhibitors, except and to the extent that such actions, claims, costs, expenses and liabilities arise solely out of the act, omission, default or negligence of the Council, its employees or agents).

#### **Compliance with Legislation**

1. Exhibitors must comply with the provisions of the Equality Act 2010 and will, in complying with its obligations under these terms and conditions, act as if the Exhibitor were a public authority for the purposes of the Human Rights Act 1998.

2. Exhibitors will make best efforts to secure compliance with these provisions by their Staff, agents and sub-contractors.

#### **Governing Law**

1. These terms and conditions will be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.

**Comment [w4]:** These are the Council's standard requirements. Bearing in mind the number of people who may attend the Event, £10million public liability should be requested if possible